

**Dated**

**2022**

**RIBBLE VALLEY BOROUGH COUNCIL**

**and**

**LANCASHIRE COUNTY COUCIL**

**and**

**DAVID HAZZARD AND RAYMOND GREEN (AS THE EXECUTORS OF THE ESTATE  
OF GEORGE NEWSHAM)**

**and**

**THE TRUSTEES OF LONGRIDGE CRICKET CLUB**

**and**

**THOMAS ALAN PROCTER AND MAUREEN LILIAN PROCTER**

**and**

**PAUL NICHOLAS GALE AND DEBORAH JOY GALE**

**and**

**BDW TRADING LIMITED**

---

**Second Deed of Variation**

pursuant to Section 106A of the Town and Country  
Planning Act 1990 relating to land East of Chipping  
Lane, Longridge

---

**This Deed** is made on the

day of

2022

**By**

1. **Ribble Valley Borough Council** of Council Offices, Church Walk, Clitheroe, Lancashire, BB7 2RA (the "**Council**")
2. **Lancashire County Council** of PO Box 78, County Hall, Fishergate, Preston, Lancashire, PR1 8XJ (the "**County Council**")
3. **BDW Trading Limited** of Barratt House, Cartwright Way, Forest Business Park, Bardon Hill, Coalville, Leicestershire, LE67 1UF (the "**Developer**")
4. **David Hazzard and Raymond Green (as the Executors of the estate of George Newsham)** of 14 Crumpax Avenue, Longridge, Preston, PR3 3JQ (the "**First Owner**")
5. **Timothy Greenwood** of 11 Tell Green, Fulwood, Preston, PR2 9PA and **Ian Barton** of 5 Cherry Orchard, Longridge, Preston and **Thomas Edward Haworth** of 24 Preston Road, Longridge, Preston, PR3 3AN together being the **Trustees of Longridge Cricket Club** (the "**Second Owner**")
6. **Thomas Alan Procter and Maureen Lilian Procter** of 46 Well Brow Drive, Longridge, Preston, Lancashire, PR3 3TB (the "**Third Owner**")
7. **Paul Nicholas Gale and Deborah Joy Gale** of Meadowhead Farm, Hothersall Lane, Longridge, Preston, Lancashire, PR3 2XB (the "**Mortgagee**")

Together "the Parties"

**Whereas**

- A. The Council is the local planning authority for the purposes of the Act for the area in which the Site (as defined in the Original Agreement (as varied)) is situated and the body entitled to enforce the obligations in this Deed and the Original Agreement (as varied).
- B. The Developer is the freehold owner of part of the Site registered at the Land Registry under Title Numbers LA396612 and LAN196810.
- C. The First Owner is the freehold owner of part of the Site registered at the Land Registry under Title Number LA738829.
- D. The Second Owner is the freehold owner of part of the Site registered at the Land Registry under Title Numbers LAN141963, LA859642 and LA777658.
- E. The Third Owner is the freehold owner of part of the Site registered at the Land Registry under Title Number LAN2261.
- F. The Mortgagee has the benefit of a registered charge dated 02 August 2011 over parts of the Site owned by the Second Owner.
- G. A Section 106 Agreement was entered into between (1) the Council, (2) the County Council, (3) David Hazzard and Raymond Green as the executors of the estate of George Newsham, (4) The Trustees of Longridge Cricket Club, (5) Thomas Alan Procter and Maureen Lilian Procter, (6) Paul Nicholas Gale and Deborah Joy Gale, and (7) the Developer on 29 October 2015 ("**the Original Agreement**").

- H. Planning Permission was granted for the Development (as defined in the Original Agreement) under reference 3/2014/0764 on 29 October 2015.
- I. A Deed of Variation to the Original Agreement (the "First Deed of Variation") was entered into on [ ] 2022 between the Parties in order to ensure that the Original Agreement applied in respect of development of the site under Planning Permission under reference 3/2021/1134 (the "Second Planning Permission")
- J. The Second Planning Permission was granted on [ ] 2022
- K. The Parties have agreed to enter into this Deed (the "Second Deed of Variation") to amend the Original Agreement (as varied by the First Deed of Variation) so as to remove the requirement for the Market Housing Units for Older Persons, (as defined in Clause 1 of the Original Agreement).
- L. All references, clauses, definitions and paragraphs refer to the Original Agreement (as varied) (unless expressly stated otherwise) and are used in this Deed.

**NOW THIS DEED** is made pursuant to section 106 and section 106A of the 1990 Act and **WITNESSES** as follows:

#### **1. VARIATIONS**

The parties agree that the Original Agreement shall remain in full force and effect save as expressly varied by the Schedule.

The variations to the Original Agreement set out in the Schedule to this Deed of Variation shall take effect upon the date hereof as though they had originally been contained within the Original Agreement.

#### **2. REGISTRATION AS A LAND CHARGE**

The Council shall register this Deed as a local land charge.

#### **3. GOVERNING LAW**

This Deed and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

#### **4. CONTRACTUAL RIGHTS OF THIRD PARTY**

No term of this Deed shall be enforceable under the Contracts (Rights of Third Parties) Act 1999 by a third party.

#### **5. LEGAL FEES**

The Developer shall pay to the Council on completion of this deed [the sum of ] incurred in the negotiation, preparation and execution of this deed.

**IN WITNESS** of which the parties have executed this Deed on the date first written above

**THE SCHEDULE**

**Variations to the Original Agreement**

1. The parties hereby agree that the following amendments shall be made to the Original Agreement:-

1.1. The definition of "Market Dwelling" in Clause 1 of the Original Agreement shall be deleted in its entirety and replaced as follows:

"Market Dwelling" means those Dwellings which comprise general market housing for sale on the open market and which are not Affordable Housing and of which 13 Dwellings shall be provided as bungalows and which shall meet the Lifetime Homes Design Standard.

1.2. The definition of "Market Housing Units for Older Persons" in Clause 1 of the Original Agreement shall be deleted in its entirety.

**THE COMMON SEAL OF RIBBLE VALLEY BOROUGH COUNCIL** was affixed to this Deed in the presence of:

Mayor:

Chief Executive:

**THE COMMON SEAL OF LANCASHIRE COUNTY COUNCIL** was affixed to this Deed in the presence of:

Authorised Signatory:

**SIGNED** as a **DEED** by [                    ] .....

and [                    ] .....

as attorney for **BDW TRADING LIMITED**

under a Power of Attorney dated [                    ]

both in the presence of:-

Signature of witness .....

Name (in BLOCK CAPITALS) .....

Address.....  
.....  
.....

**EXECUTED AS A DEED** by  
**DAVID HAZZARD** as an  
Executor of the Estate of  
**GEORGE NEWSHAM** in the  
presence of:

Witness Signature:

Witness Name:

Witness Occupation:

Witness Address:

**EXECUTED AS A DEED** by  
**RAYMOND GREEN** as an  
Executor of the Estate of  
**GEORGE NEWSHAM** in the  
presence of:

Witness Signature:

Witness Name:

Witness Occupation:

Witness Address:

**EXECUTED AS A DEED** by  
**TIMOTHY GREENWOOD** as a  
**TRUSTEE OF LONGRIDGE**  
**CRICKET CLUB** in the presence  
of:

.....

Witness Signature:

.....

Witness Name:

.....

Witness Occupation:

.....

Witness Address:

.....

**EXECUTED AS A DEED** by **IAN**  
**BARTON** as a **TRUSTEE OF**  
**LONGRIDGE CRICKET CLUB**  
in the presence of:

.....

Witness Signature:

.....

Witness Name:

.....

Witness Occupation:

.....

Witness Address:

.....

**EXECUTED AS A DEED** by  
**THOMAS EDWARD HAWORTH**  
as a **TRUSTEE OF**

**LONGRIDGE CRICKET CLUB**  
in the presence of:

.....

Witness Signature:

.....

Witness Name:

.....

Witness Occupation:

.....

Witness Address:

.....

**EXECUTED AS A DEED** by  
**THOMAS ALAN PROCTER** in  
the presence of:

.....

Witness Signature:

.....

Witness Name:

.....

Witness Occupation:

.....

Witness Address:

.....

**EXECUTED AS A DEED** by  
**MAUREEN LILIAN PROCTER** in  
the presence of:

.....

Witness Signature:

.....

Witness Name:

.....

Witness Occupation:

.....

Witness Address:

.....



**EXECUTED AS A DEED** by  
**PAUL NICHOLAS GALE** in the  
presence of:

.....

Witness Signature:

.....

Witness Name:

.....

Witness Occupation:

.....

Witness Address:

**EXECUTED AS A DEED** by  
**DEBORAH JOY GALE** in the  
presence of:

.....

.....

Witness Signature:

.....

Witness Name:

.....

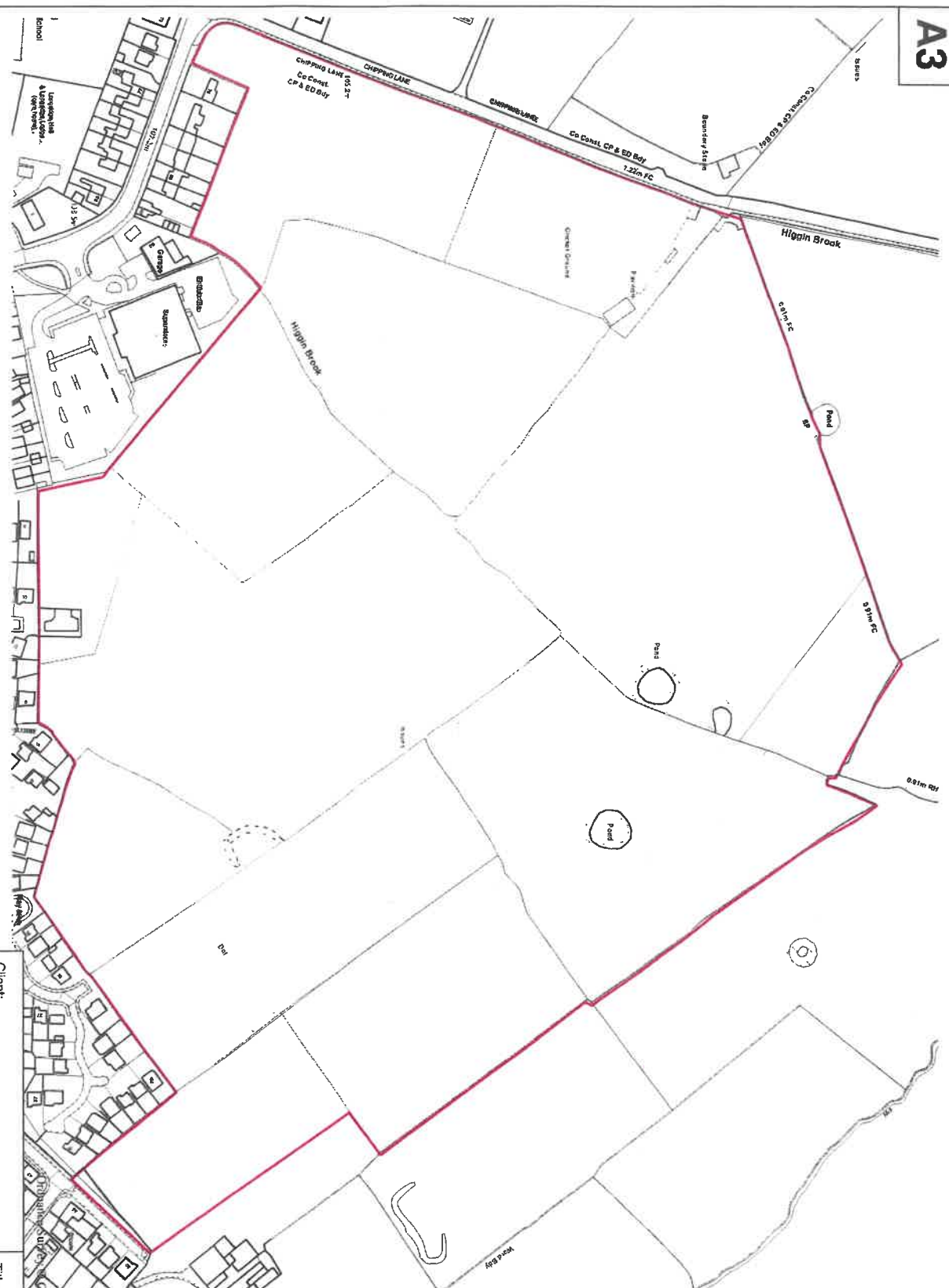
Witness Occupation:

.....

Witness Address:

.....





Client:		Title: <b>Search Plan</b>	
File: <b>BAR414.5180</b>	Rev:	Land at Longridge	
		Scale: 1:2500 @A3	Date 09/03/22
		Drawn By: <b>KS</b>	
		<small>© Crown copyright. All rights reserved. Licence number SR100001268</small>	

